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14 **UNITED STATES DISTRICT COURT**

15 **DISTRICT OF NEVADA**

16 SIN CITY MOTOR SPORTS, INC., a Nevada  
17 corporation,

CASE NO.:

18 Plaintiff,

**COMPLAINT**

v.

**(Jury Demand)**

19 KOHL'S CORPORATION, a Wisconsin  
20 corporation; KOHL'S ILLINOIS, INC., a  
21 Nevada corporation; and KOHL'S  
22 DEPARTMENT STORES, INC., a Delaware  
corporation,

Defendants.

23 Plaintiff Sin City Motor Sports, Inc. ("SCM"), by and through its attorneys James D.  
24 Boyle, Esq. and Kimberly J. Cooper, Esq., and the law firm of Cotton, Driggs, Walch, Holley,  
25 Woloson & Thompson, hereby alleges and complains as follows:

26 **I. SUMMARY OF THE COMPLAINT**

27 1. This is an action for mark infringement and unfair competition under the Lanham  
28 Act, 15 U.S.C. § 1051, *et seq.* (the "Lanham Act"), and mark infringement and unjust enrichment  
under Nevada law, arising from Defendants Kohl's Corporation's ("Kohl's Corp."), Kohl's  
Illinois, Inc.'s ("Kohl's Illinois") and Kohl's Department Stores, Inc.'s ("Kohl's DSI") (and  
collectively, "Kohl's") unauthorized use of the mark SIN CITY MOTORSPOORTS, INC. and  
variants thereof (collectively, the "Infringing Mark").

1        2. Kohl's has engaged, and is presently engaging in, willful and unauthorized uses of  
2 SCM's federally registered mark SC SIN CITY MOTORSPORTS and variants thereof  
3 (collectively, the "SCM Mark"), including, without limitation, through advertising, marketing,  
4 and sales of infringing goods in its stores (the "Kohl's Stores") and related commercial activities,  
5 and through the webpages accessible via the registered domain name [www.kohls.com](http://www.kohls.com) (the  
6 "Kohl's Website") and other mediums. Kohl's actions as alleged herein have infringed, and  
7 continue to infringe, the SCM Mark. SCM therefore seeks: (a) injunctive relief; (b) the recovery  
8 of actual, statutory and treble damages; (c) the recovery of Kohl's profits derived from Kohl's  
9 unlawful uses of the SCM Mark; (d) the recovery of actual, punitive and exemplary damages; (e)  
10 the recovery of SCM's costs and attorney fees incurred herein; and (f) such other relief as more  
11 fully set forth herein.

## II. PARTIES

13       3. Plaintiff Sin City Motor Sports, Inc., is a duly registered Nevada corporation, with  
14 a principal place of business located in Clark County, Nevada 66159 Galileo Dr.,  
15 Las Vegas, Nevada 89149.

16       4.     Defendant Kohl's Corporation is a Wisconsin corporation, which upon  
17 information and belief has a principal place of business located at N56 W17000 Ridgewood  
18 Drive, Menomonee Falls, Wisconsin.

19       5. Upon information and belief, Defendant Kohl's Illinois, Inc. is a Nevada  
20 corporation having a principal place of business located at N56 W17000 Ridgewood Drive,  
21 Menomonee Falls, Wisconsin.

22       6. Upon information and belief, Defendant Kohl's Department Stores, Inc. is a  
23 Delaware corporation having a principal place of business located at N56 W17000 Ridgewood  
24 Drive, Menomonee Falls, Wisconsin.

### **III. JURISDICTION AND VENUE**

26       7.     Jurisdiction in this Court over the First and Second Claims for Relief is proper  
27 pursuant to 15 U.S.C. §§ 1116 and 1121, and 28 U.S.C. §§ 1331 and 1338(a), as the First and  
28 Second Claims for Relief arise under the Lanham Act.

1       8.     Jurisdiction in this Court over the Third and Fourth Claims for Relief is proper  
2 pursuant to 28 U.S.C. § 1338(b), and on the basis of supplemental jurisdiction pursuant to 28  
3 U.S.C. § 1367, as the Third and Fourth Claims for Relief arise under Nevada law and are so  
4 related to the First and Second Claims for Relief that they form a part of the same case and  
5 controversy.

6       9.     Personal jurisdiction over Kohl's Corp. is reasonable as Kohl's Corp. has had  
7 substantial, continuous and systematic contacts with the State of Nevada, and/or Kohl's Corp.  
8 has purposefully directed its activities to residents of the State of Nevada, which activities have  
9 given rise to the claims alleged by SCM herein. Kohl's Corp. has engaged in intentional actions  
10 directed at residents of Nevada by and through Kohl's Corp.'s active operation of brick and  
11 mortar department stores (the "Kohl's Stores") within the State of Nevada, and the infringements  
12 of the SCM Mark resultant therefrom, which actions Kohl's Corp. knew or should have known  
13 would cause harm to SCM as alleged herein.

14      10.    Personal jurisdiction over Kohl's Illinois is proper because Kohl's Illinois is a  
15 domestic Nevada corporation.

16      11.    Personal jurisdiction over Kohl's DSI is reasonable as Kohl's DSI has had  
17 substantial, continuous and systematic contacts with the State of Nevada, and/or Kohl's DSI has  
18 purposefully directed its activities to residents of the State of Nevada, which activities have  
19 given rise to the claims alleged by SCM herein. Kohl's DSI has engaged in intentional actions  
20 directed at residents of Nevada by and through Kohl's DSI's active operation of the Kohl's  
21 Website, and the infringements of the SCM Mark resultant therefrom, which actions Kohl's DSI  
22 knew or should have known would cause harm to SCM as alleged herein.

23      12.    Personal jurisdiction over Kohl's Corp. and Kohl's DSI is moreover proper  
24 because Kohl's Corp.'s and Kohl's DSI's intentional actions in infringing the SCM Mark,  
25 including, but not limited to, through the operation of the Kohl's Stores and Kohl's Website, are  
26 expressly aimed at Nevada, and cause and have caused harm to SCM in Nevada, which harm  
27 Kohl's Corp. and Kohl's DSI knew or should have known SCM would suffer in Nevada. Kohl's  
28 Corp. and Kohl's DSI certainly do business in Nevada through the Kohl's Stores and over the

1 Internet via the Kohl's Website, and Kohl's Corp.'s and Kohl's DSI's business and commercial  
2 activities in Nevada amount to substantial, continuous, and systematic contacts with Nevada.

3       13. This Court has *in-personam* jurisdiction over Kohl's Corp. and Kohl's DSI  
4 pursuant to NRS § 14.065.

5       14. Venue is proper in this judicial district pursuant to 28 U.S.C. § 1331(b)(2), as a  
6 substantial part of the events giving rise to the claims at issue in this action occurred in this  
7 judicial district.

8                          **IV. GENERAL ALLEGATIONS**

9       15. SCM is a wholesale and retail distributor of apparel and other goods which are  
10 marketed, promoted and sold under the SCM Mark (the "SCM Distribution"). In addition, SCM  
11 operates an interactive website through the domain name [www.sincityms.com](http://www.sincityms.com) (the "SCM  
12 Website") through which, among other things, it engages in the SCM Distribution. Further,  
13 SCM regularly participates at numerous organized racing events at the Las Vegas Motor  
14 Speedway and throughout the nation (the "SCM Events") in support of the SCM Distribution.  
15 SCM commenced operations in or about 2005.

16       16. Through SCM's operations, SCM engages in considerable business and  
17 commercial activities with national and international consumers, including, without limitation,  
18 attendees at NASCAR®, NHRA®, USAC®, USLCI®, and other national organized racing events, as  
19 well as the extensive race, exotic car, motor sport and other events that are held at the Las Vegas  
20 Motor Speedway and throughout the country. Through the SCM Distribution, the SCM Website  
21 and SCM Events, SCM engages in considerable business and commercial activities including,  
22 but not limited to, offering, distributing and selling apparel and other goods in association with  
23 the SCM Mark (collectively, the "SCM Goods").

24       17. In association with the SCM Goods, and through the SCM Distribution, the SCM  
25 Website, and SCM Events, SCM engages in advertising, marketing, business development,  
26 customer relations and promotional activities based upon the SCM Mark, through a wide  
27 spectrum of nation-wide media, including, but not limited to: television; radio; internet; print  
28 mediums; electronic mediums; apparel and other mark-identified goods; and event sponsoring.

1       18.   SCM has received registration (the “SCM Mark Registration”) for the SCM Mark  
2 with the United States Patent and Trademark Office’s (“USPTO”) Principal Register as follows:

- 3           a.     in International Class 25, for goods associated with multiple types of  
4                 apparel and clothing, registered on October 2, 2007; and  
5           b.     in International Class 16, for goods associated with stickers, registered on  
6                 October 2, 2007.

7       The SCM Mark bears USPTO Registration No. 3,300,822, a true and accurate copy of which is  
8 attached hereto and incorporated herein by this reference as **Exhibit A**.

9       19.   SCM began using the SCM Mark on or about January 25, 2005 and first began  
10 using the SCM Mark in commerce on or about December 8, 2005.

11      20.   The SCM Registration is evidence of SCM’s exclusive right to use the SCM  
12 Mark.

13      21.   Through SCM’s offering of the SCM Goods, in association with the SCM Mark,  
14 including, but not limited to, through SCM’s business activities, advertising, marketing, business  
15 development, customer relations and promotional activities for the SCM Distribtuion, the SCM  
16 Website, and SCM Events, the SCM Mark has obtained considerable success and growth as the  
17 mark representative of SCM, such that consumers are highly likely to associate the SCM Mark  
18 with SCM and SCM’s business operations and commercial activities.

19      22.   Upon information and belief, Kohl’s Corp. directly operates the Kohl’s Stores.  
20 Upon further information and belief, Kohl’s Illinois asserts ownership of, and rights to, all marks  
21 associated with, licensed by, and/or used by Kohl’s, including, without limitation, the Infringing  
22 Mark. Upon further information and belief, Kohl’s DSI asserts ownership of and operational  
23 rights in and to the Kohl’s Website. Both Kohl’s Illinois and Kohl’s DSI are wholly owned  
24 subsidiaries of Kohl’s Corp.

25      23.   In or about June 2012, SCM learned that Kohl’s was using the Infringing Mark to  
26 advertise, promote, market and sell certain apparel (the “Infringing Goods”) through at least the  
27 Kohl’s Stores and the Kohl’s Website, and to advertise, promote and market the Infringing  
28 Goods (the “Infringing Marketing”).

1       24. Upon information and belief, Kohl's infringing uses include, without limitation,  
2 the distribution of advertisements through newspaper inserts and the placement of banners,  
3 advertisements, placards, signage and other visual promotional materials throughout at least the  
4 Kohl's Stores and the Kohl's Website. Additionally, Kohl's has used the Infringing Mark in  
5 association with offering to sell, distributing and selling apparel and other goods. True and  
6 accurate examples of Kohl's Infringing Marketing and Infringing Goods are attached hereto as  
7 **Exhibit B.**

8       25. In addition, Kohl's has unlawfully utilized the SCM Mark including, but not  
9 limited to, through Kohl's conspicuous placement of the Infringing Mark on the Kohl's Website,  
10 and by inclusion of the Infringing Mark in buried code or metadata to provide a means by which  
11 users of the Internet can search and access the Kohl's Website and the Infringing Marketing on  
12 the Internet, and by which consumers that visit the Kohl's Website can locate and purchase the  
13 Infringing Goods.

14       26. Kohl's uses the Infringing Mark as alleged herein to profit from the fame and  
15 goodwill of the SCM Mark, the SCM Goods, and from SCM's marketing, advertising and  
16 promotional efforts.

17       27. Kohl's had either actual or constructive notice of SCM's prior use and exclusive  
18 rights in and to the SCM Mark.

19       28. Kohl's is not affiliated with SCM, and SCM has not authorized, approved or  
20 licensed Kohl's to use or register in any manner the SCM Mark, or any variants thereof,  
21 including in particular the Infringing Mark.

22       29. Kohl's continued unlawful use of the Infringing Mark will cause consumers and  
23 the public to improperly conclude that SCM sponsors and/or is affiliated with Kohl's, the Kohl's  
24 Stores, and/or the Kohl's Website, and that SCM sponsors and/or has licensed the Infringing  
25 Goods and the Infringing Marketing.

26       30. The goodwill inuring to SCM from the SCM Mark is diminished by any  
27 implication of apparent affiliation between SCM, Kohl's, the Kohl's Stores, and/or the Kohl's  
28 Website.

1       31. Kohl's concerted acts: (a) have deceived and confused consumers and the public  
2 and will continue to deceive and confuse consumers and the public; (b) constitute a false  
3 designation of goods and services; (c) falsely suggest a connection with SCM or with SCM's  
4 sponsorship, licensing, permission or approval of the Infringing Goods and the Infringing  
5 Marketing; (d) damage the value of the SCM Mark by diminishing its effectiveness as an  
6 indicator of source; and (e) remove from SCM the ability to control its own marks and goodwill.

7       32. Kohl's uses the Infringing Mark in interstate commerce, including, but not limited  
8 to, through the Kohl's Stores and the Kohl's Website, in connection with the Infringing Goods  
9 and the Infringing Marketing.

## **V. CLAIMS FOR RELIEF**

**FIRST CLAIM FOR RELIEF**

## **(Federal Mark Infringement – 15 U.S.C. § 1114(1))**

13           33. SCM realleges and incorporates by this reference each and every allegation set  
14 forth in Paragraphs 1 through 32 as if fully set forth herein.

15        34. SCM holds federal registrations for the SCM Mark Registration, and SCM is the  
16 owner of the SCM Mark.

17       35. By virtue of its uses of the Infringing Mark, Kohl's is using in interstate  
18 commerce a copy or colorable imitation of the SCM Mark in connection with at least the  
19 Infringing Goods and the Infringing Marketing, which uses are likely to cause confusion, or to  
20 cause mistake, or to deceive. Kohl's actions constitute mark infringement in violation of 15  
21 U.S.C. § 1114(1).

22       36. As a result of Kohl's actions as alleged herein, SCM has suffered and will  
23 continue to suffer damage to its business, goodwill, reputation, and profits, while Kohl's profits  
24 at SCM's expense.

25       37. Kohl's acts as alleged herein, and the ongoing direct results of those acts, have  
26 caused and will continue to cause great and irreparable harm to SCM in an amount which cannot  
27 be ascertained, leaving SCM with no adequate remedy at law.

28 | //

38. Unless Kohl's actions are preliminarily and permanently enjoined, SCM is likely to sustain immediate and irreparable injury for which it does not have an adequate remedy at law.

39. By reason of the foregoing, SCM is entitled to preliminary and permanent injunctive relief against Kohl's pursuant to 15 U.S.C. § 1116.

40. Pursuant to 15 U.S.C. § 1117(c), SCM is entitled to recover statutory damages of not less than \$500.00 or more than \$100,000.00 per counterfeit mark per type of goods sold, offered for sale or distributed, as the Court considers just, in association with Kohl's violations of 15 U.S.C. § 1114(1).

41. Pursuant to 15 U.S.C. §§ 1117(a) and 1117(b), SCM is also entitled to an award of treble damages, attorney's fees and costs, as Kohl's actions as alleged herein were willful, egregious and otherwise exceptional, in association with Kohl's violation of 15 U.S.C. § 1114(1) with respect to the SCM Mark.

## **SECOND CLAIM FOR RELIEF**

**(Mark Infringement and Unfair Competition – 15 U.S.C. § 1125(a))**

42. SCM realleges and incorporates by this reference each and every allegation set forth in Paragraphs 1 through 41 as if fully set forth herein.

43. Kohl's uses of the Infringing Mark in interstate commerce, in connection with at least the Infringing Goods and the Infringing Marketing, are likely to cause confusion, or to cause mistake, or to deceive, as to the affiliation, connection, or association of such goods and/or commercial activities of Kohl's with SCM, or as to the origin, sponsorship, or approval of such goods and/or commercial activities of Kohl's by SCM.

44. Kohl's uses of the Infringing Mark constitute unfair competition and common law mark infringement in violation of 15 U.S.C. § 1125(a).

45. As a result of Kohl's actions as alleged herein, SCM has suffered and will continue to suffer damage to its business, goodwill, reputation, and profits, while Kohl's profits at SCM's expense.

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46. Kohl's acts as alleged herein, and the ongoing direct results of those acts, have caused and will continue to cause great and irreparable harm to SCM in an amount which cannot be ascertained, leaving SCM with no adequate remedy at law.

47. Unless Kohl's actions are preliminarily and permanently enjoined, SCM is likely to sustain immediate and irreparable injury for which it does not have an adequate remedy at law.

48. By reason of the foregoing, SCM is entitled to preliminary and permanent injunctive relief against Kohl's pursuant to 15 U.S.C. § 1116.

49. SCM is entitled to recover Kohl's profits derived from the use of the Infringing Mark, and any damages SCM has suffered by reason thereof, pursuant to 15 U.S.C. § 1117(a).

50. Pursuant to 15 U.S.C. §§ 1117(a) and 1117(b), SCM is also entitled to an award of treble damages, attorney's fees and costs, as Kohl's actions as alleged herein were willful, egregious and otherwise exceptional, in association with Kohl's violation of 15 U.S.C. § 1125(a) with respect to the SCM Mark.

### **THIRD CLAIM FOR RELIEF**

#### **(Common Law Mark Infringement)**

51. SCM realleges and incorporates by this reference each and every allegation set forth in Paragraphs 1 through 50 as if fully set forth herein.

52. Kohl's uses of the Infringing Mark in interstate commerce, in connection with at least the Infringing Good and the Infringing Marketing, are likely to cause confusion, or to cause mistake, or to deceive, as to the affiliation, connection, or association of such goods and/or commercial activities of Kohl's with SCM, or as to the origin, sponsorship, or approval of such goods and/or commercial activities of Kohl's by SCM.

53. Kohl's actions as alleged herein constitute trademark infringement in violation of the common law of the State of Nevada.

54. As a result of Kohl's actions as alleged herein, SCM has suffered and will continue to suffer damage to its business, goodwill, reputation, and profits, while Kohl's profits at SCM's expense.

55. Kohl's acts as alleged herein, and the ongoing direct results of those acts, have caused and will continue to cause great and irreparable harm to SCM in an amount which cannot be ascertained, leaving SCM with no adequate remedy at law.

56. Unless Kohl's actions are preliminarily and permanently enjoined, SCM is likely to sustain immediate and irreparable injury for which it does not have an adequate remedy at law.

57. By reason of the foregoing, SCM is entitled to preliminary and permanent injunctive relief against Kohl's.

58. SCM is entitled to recover Kohl's profits derived from the use of the Infringing Mark, and any damages SCM has suffered by reason thereof.

59. Kohl's actions constitute conduct of an intentional, willful and wanton nature, such that SCM should be awarded punitive and/or exemplary damages in an amount sufficient to make an example of Kohl's and to punish Kohl's for its oppressive, fraudulent and malicious conduct, pursuant to NRS § 42.005 and other operation of law.

60. Kohl's actions as alleged herein have caused SCM to retain counsel to prosecute this action, and SCM is entitled to recover its attorneys' fees and costs incurred herein.

## **FOURTH CLAIM FOR RELIEF**

## **(Unjust Enrichment)**

61. SCM realleges and incorporates by this reference each and every allegation set forth in Paragraphs 1 through 60 as if fully set forth herein.

62. SCM owns the SCM Mark and has the legal rights to the Infringing Mark.

63. Kohl's has no authority to use the Infringing Mark.

64. Kohl's uses of the Infringing Mark as alleged herein were and continue to be in furtherance of Kohl's own economic gain and to the economic detriment of SCM.

65. As a result of Kohl's actions as alleged herein, SCM has suffered and will continue to suffer damage to its business, goodwill, reputation, and profits, while Kohl's profits at SCM's expense.

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66. Kohl's has accepted and retained all of the profits and benefits of its unauthorized uses of the Infringing Mark.

67. SCM is entitled to recover all amounts by which Kohl's has been unjustly enriched through Kohl's unauthorized use of the Infringing Mark.

68. Kohl's actions constitute conduct of an intentional, willful and wanton nature, such that SCM should be awarded punitive and/or exemplary damages in an amount sufficient to make an example of Kohl's and to punish Kohl's for its oppressive, fraudulent and malicious conduct, pursuant to NRS § 42.005 and other operation of law.

69. Kohl's actions as alleged herein have caused SCM to retain counsel to prosecute this action, and SCM is entitled to recover its attorneys' fees and costs incurred herein.

## V. PRAYER FOR RELIEF

WHEREFORE, SCM prays for entry of judgment and relief against Kohl's as follows:

1. That Kohl's, and each of its officers, agents, servants, employees, parents, subsidiaries, related companies, partners, and all persons acting for, with, by, through or under it, shall be preliminarily and thereafter permanently enjoined and restrained from:

a. directly or indirectly infringing the SCM Mark by marketing, offering, selling, distributing, disposing of, licensing, leasing, transferring, displaying, advertising, reproducing, exhibiting, exploiting, or causing the marketing, offering, selling, distributing, disposing, licensing, leasing, transferring, displaying, advertising, reproducing, exhibiting, exploiting, developing, manufacturing or linking of any goods or services derived from or bearing the SCM Mark, or to order, direct, participate or assist in any such activity;

b. using in any manner the SCM Mark and any term or terms likely to cause confusion therewith, including, without limitation, the Infringing Mark and any and all variants thereof in the possession or control of Kohl's, as a domain name, directory name, or other such computer address, as the name of a website, or in text, buried code or metatags on a website, including, but not limited to, in conjunction with the Kohl's Website, or in connection with the retrieval of data or information on goods and/or commercial activities offered in association with the Infringing Mark, or in connection with the advertising or promotion of goods and/or

1 commercial activities in association with the Infringing Mark, or ordering, directing,  
2 participating or assisting in any such use; and

3           3. importing any goods or materials that use the Infringing Mark, or any  
4 variants thereof, into the United States.

5           2. That Kohl's be directed to preserve, retain and deliver to SCM's counsel, in hard  
6 copies or electronic copies, all evidence and documentation relating in any way to Kohl's uses of  
7 the Infringing Mark, or the SCM Mark or any variants thereof, in any form, including, without  
8 limitation, all such evidence and documentation relating to: (a) all uses related to the Infringing  
9 Goods and the Infringing Marketing; (b) all uses in the Kohl's Stores and the Kohl's Website; (c)  
10 all uses in any other mediums in which such marks have been used; (d) the names and addresses  
11 (electronic mail or otherwise) of any person or entity with whom Kohl's has communicated to  
12 facilitate and support its uses of the Infringing Mark, including, without limitation, with regard to  
13 the manufacturing, importing, distributing, marketing, advertising or selling of Infringing Goods  
14 or Infringing Marketing; and (e) all financial evidence and documentation relating to Kohl's uses  
15 of the Infringing Mark in association with the Infringing Goods, the Infringing Marketing, the  
16 Kohl's Stores and the Kohl's Website.

17           3. That Kohl's be ordered to segregate and deliver to SCM's counsel any and all  
18 Infringing Goods and Infringing Marketing materials pursuant to 15 U.S.C. § 1118, and that  
19 SCM be entitled to destroy same.

20           4. That a copy of any preliminary and permanent injunctive relief entered by this  
21 Court be lodged with the United States Department of the Treasury and customhouses of the  
22 United States pursuant to 15 U.S.C. § 1124.

23           5. That Kohl's be directed to file with this Court, and serve upon SCM's counsel,  
24 within thirty (30) days after entry of preliminary injunctive relief against Kohl's, a report in  
25 writing under oath setting forth in detail the manner and form by which Kohl's complied with the  
26 preliminary injunctive relief ordered herein, pursuant to 15 U.S.C. § 1116(a).

27           6. That Kohl's be ordered to produce an accounting of its profits derived through  
28 any of the acts alleged herein, including, without limitation, mark infringement and unfair

1 competition in violation of the Lanham Act, and any mark infringement and unjust enrichment  
2 pursuant to Nevada common law.

3       7. That SCM be awarded statutory damages of not less than \$500.00 or no more than  
4 \$100,000.00 per counterfeit mark per type of services sold, offered for sale or distributed, in  
5 association with Kohl's violation of 15 U.S.C. § 1114(1).

6       8. That SCM recover Kohl's profits derived from all uses of the Infringing Mark,  
7 and any damages suffered by reason thereof, resultant from Kohl's wrongful acts complained of  
8 herein, pursuant to 15 U.S.C. § 1117(a) and other operation of law.

9       9. That SCM be awarded three times Kohl's profits and three times SCM's damages  
10 suffered by reason of Kohl's willful and wrongful acts as complained of herein, pursuant to 15  
11 U.S.C. §§ 1117(a) and (b).

12       10. That SCM be awarded punitive and/or exemplary damages in an amount  
13 sufficient to make an example of Kohl's and to punish Kohl's for its oppressive, fraudulent and  
14 malicious conduct, pursuant to NRS § 42.005 and other operation of law.

15       11. That SCM be awarded its reasonable attorneys' fees incurred as a result of Kohl's  
16 willful, wrongful and exceptional acts as alleged herein, pursuant to 15 U.S.C. §§ 1117(a) and  
17 (b) and other operation of law.

18       12. That SCM be awarded the costs of this action.

19       13. That SCM be awarded such other and further relief as this Court deems just and  
20 equitable.

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## VI. JURY DEMAND

SCM hereby demands trial by jury in this action pursuant to Fed. R. Civ. P. 38 and LR  
38-1.

DATED this 22<sup>nd</sup> day of June, 2012.

**COTTON, DRIGGS, WALCH,  
HOLLEY, WOLOSON & THOMPSON**

/s/ James D. Boyle

JAMES D. BOYLE, ESQ.

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Las Vegas, Nevada 89101

*Attorneys for Plaintiff*

# **EXHIBIT A**

Int. Cls.: 16 and 25

Prior U.S. Cls.: 2, 5, 22, 23, 29, 37, 38, 39 and 50

Reg. No. 3,300,822

United States Patent and Trademark Office

Registered Oct. 2, 2007

TRADEMARK  
PRINCIPAL REGISTER



SIN CITY MOTORSPOTS INCORPORATED  
(NEVADA CORPORATION)  
4105 RUBICON PEAK COURT  
LAS VEGAS, NV 89129

FOR: STICKERS, IN CLASS 16 (U.S. CLS. 2, 5, 22,  
23, 29, 37, 38 AND 50).

FIRST USE 1-25-2005; IN COMMERCE 12-8-2005.

FOR: BALLOON PANTS; CAMP SHIRTS; CAPRI  
PANTS; CARGO PANTS; DENIMS; GOLF SHIRTS;  
HATS; HEADGEAR, NAMELY, BEANIES; JOG-  
GING PANTS; KNIT SHIRTS; OPEN-NECKED  
SHIRTS; PANTS; PIQUE SHIRTS; POLO SHIRTS;  
SHIRT FRONTS; SHIRTS; SHORT-SLEEVED OR  
LONG-SLEEVED T-SHIRTS; SHORT-SLEEVED  
SHIRTS; SMALL HATS; SPORT SHIRTS; SPORTS  
SHIRTS; SPORTS SHIRTS WITH SHORT SLEEVES;  
SWEAT PANTS; SWEAT SHIRTS; TRACK

PANTS; WATERPROOF JACKETS AND PANTS;  
WIND SHIRTS; WOOLLY HATS, IN CLASS 25 (U.S.  
CLS. 22 AND 39).

FIRST USE 1-25-2005; IN COMMERCE 12-8-2005.

NO CLAIM IS MADE TO THE EXCLUSIVE  
RIGHT TO USE "SIN CITY", APART FROM THE  
MARK AS SHOWN.

THE MARK CONSISTS OF A STYLIZED "S" AND  
"C" WITH SIN CITY ABOVE AND MOTORSPOTS  
BELOW.

SER. NO. 77-035,285, FILED 11-2-2006.

DOMINIC J. FERRAIUOLO, EXAMINING ATTOR-  
NEY

# **EXHIBIT B**



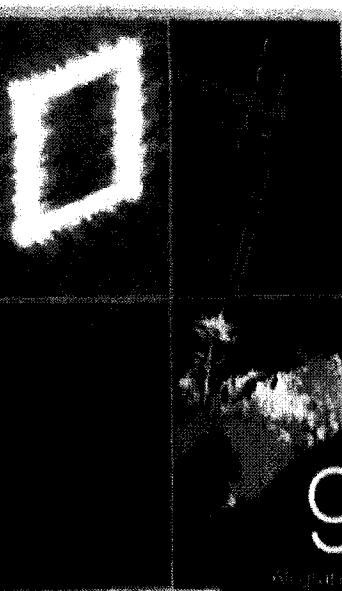
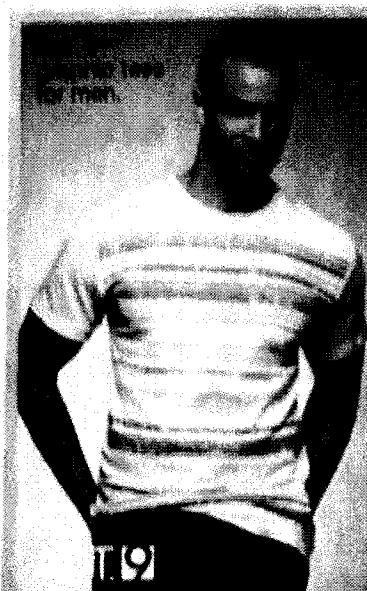
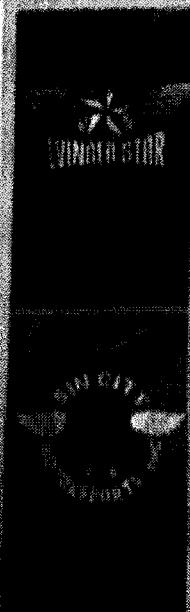


**BONUS BUYS**

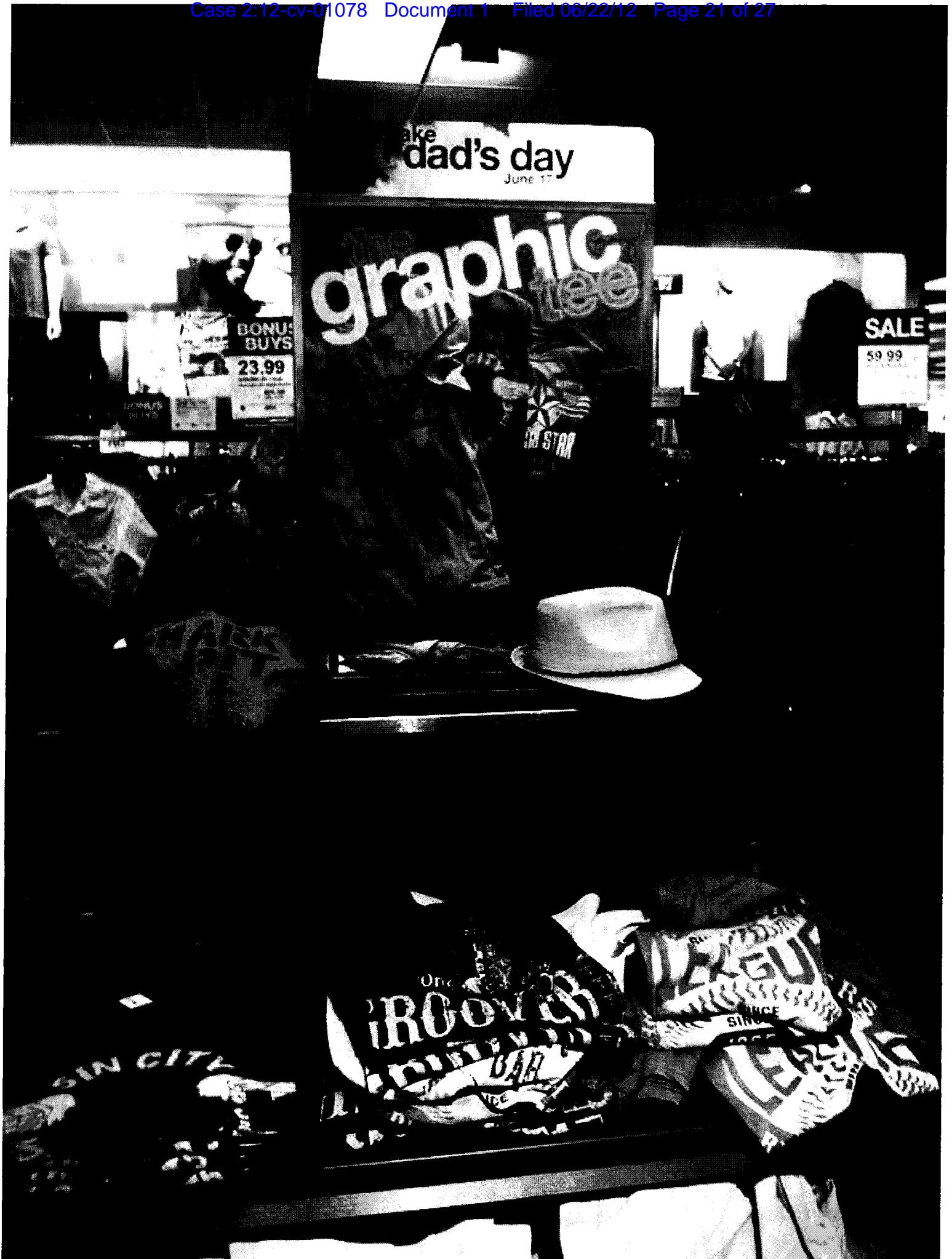
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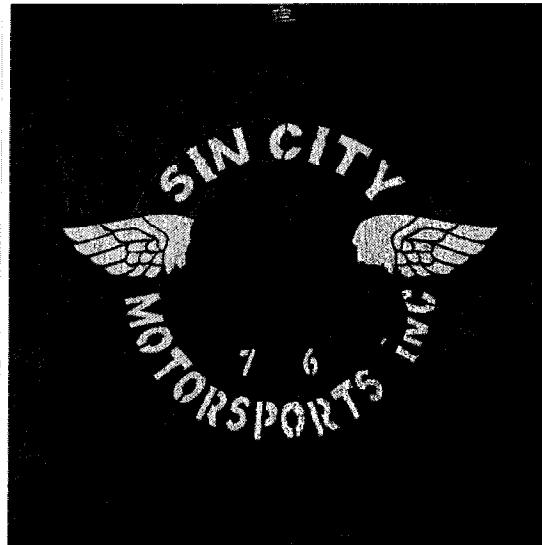
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